FROM THOSE LORN BOOK ITAL

UNOFFICIAL COPY

91-0457

94204823

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security instrument") is given on 02/26/94. The mortgagor is MICHELLE ROBITION.

("Borrower"). This Security Instrument is given to CORD CONSURER FINANCE COMPANY, INC.
Its successors and/or easigns, a corporation, whose address is
250 E CARPENTER FREEWAY IRVING. TX 75062

("Lender").

94204823

which has the address of 16419 S. ASHLAND AVENUE HARKHAM, 1L 60426

("Propraty Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all assembnts, rights, appartenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all futures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument, as the "Property."

BORROWER COVENANTS that Borrower is lewfully estend of the setate hereby conveys and the fight to mortgage, grant and convey the Property and that the Property is unencumbered, except for current taxes. Borrower warrants and valid defend generally the title to the Property against all claims and demands.

1. Payment of Principal and Interest: Late Charges, Borrower shall promptly pay when due the plincipal of and interest on the debt evidenced by the Note and any late charges due under the Note.

 Application of Payments. Unless applicable law provides otherwise, all payments received by Linder under paragraph 1 shall be applied: first, to late charges due under the Note; second, to interest due; and fast, to principal due.

3. Charges; Liene. Borrower shall pay all taxes, assessments, charges, fines and impositions attributed to the Property which may attainpriority over this Security Instrument, and tessehold payments or ground rents, if any. Borrower shall pay on time directly in the person owed payment.

Borrower shall promptly furnish to Lendar receipts enidencing the payments.

Borrower shall promptly discharge any fish which has priority over this Security Instrument unless Sorrower. (a) agrice in which go the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contasts in good feith the lien by, or defends against enforcement of the lien in, logal proceedings which in the Lander's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property or (c) secures from the holder of the lien an agreement satisfactory to Lender short any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the livin. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the glying of notice.

4. Hazard Insurance. Borrower shall keep the Improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lander requires insurance. This insurance shall be maintained in the amounts, and for the periods that Lender requires. The insurance certier providing the insurance shall be chosen by Borrower subject to Lender's exponently withheld.

All insurance policies and renewals shall be acceptable to Londer and shall include a standard mortgage clause. Lander shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance cerrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property denugled, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or tander's security would be lessened, the insurance proceeds shall be applied to the suns secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abendons the Property or does not enswer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restors the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. It under paragraph 20 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Leaseholds Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or commit wests. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower angulars fee title to the Property, the leasehold and fee title shall not make a leader appear to the makes in uniform

Borrower acquires fee title to the Property, the leasehold and fee hite shall not marge unless Lender agrees to the marger in writing.

8. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probats, or executions of the writers from the property and Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a sen which has priority over this Security instrument, appearing in court.

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paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lander may take action under this paragraph, Lander does not m to do so

Any amounts disbursed by Lender under this paragraph shall become additional dabt of Borrower asoured by this Seourity Instrument, Unless Borrower and Lander agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be

payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convoyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Proporty, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lander otherwise agree in writing, the aums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property Immediately before the taking, Any balance shall be paid to the

If the Property is shandoned by Borrower, or if, effer notice by Lender to Borrower that the condemnor offers to make an award or settle a cleim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of

onthly payments referred to be paragraph. I or change the amount of such payments.

9. Borrower Not Released; Forbearenee By Lender Not a Walver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the fiability of the original Borrower or Borrower's successors in interest. Lander shall not be required to commence proceedings against any successors in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's sucruseers in interest. Any forbearance by Londer in exercising any right or memody shall not be a waiver of or preclude the exercise of any right or remudy.

10. Successors and Auligna Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and sasigns of Lander and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower's who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey " at Borrower's Interest in the Proporty under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security in coment; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or miske any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. Loan Charges. If the loan secreed by this Security Instrument is subject to a few which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan read ges collected or to be collected in connection with the loan exceed the permitted limits; then; (a) any such loan charge shall be reduced by the amount a coessity to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lander may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund rudul as principal, the reduction will be treated as a partial prepayment.

12. Legislation Affecting Lender's Rights. If or autment or expiration of applicable lews has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its termy Lander, at its option, may require immediate payment in full of all surns secured by this Security Instrument and may invoke any remedies permitted by p regraph 20. If Lender exercises this option, Lender shall take the stops specified in the

second paragraph of paragraph 16.

- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice and be directed to the Property Address or any other address Borrower designates by notice to Landar. Any notice to Landar shall be given by first class mild to Mandar's address stated herein or any other address Landar designates by notice to Borrower. Any notice provided for in this Security Instrument shall be a sumed to have been given to Sorrower or Lander when given as provided in this
- 14. Governing Law: Severability. This Socurity Instrument shall be 30% ned by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Socurity Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect with our the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the foty and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower, if all or early set of the Property or any interest in it is sold or transferred (or if melicial interest in Borrower is sold or transferred and Sorrower is not a natural persont without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Socurity Instrument. At My ver, this option shall not be exercised by Lander II exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Lander shall give Borrower notice of ecceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this faculity Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable is a may appectly for reinstatement) before sele of the Property pursuent to any power of sale contained in this Security instrument, or (b) entry of a judging it enforcing this Security Instrument. Those conditions are that Borrower. (a) pays Londer all sums which then would be due under this Security instrument. In the Note had no acceleration occurred; (b) cures any default of any other covenants or aumoments; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lander may reasonably require to assure that the lim o' this Security Agreement, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation secured hereby shall remain fully effective as if no acceleration here occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.
- 18. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security fluor ment) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that soffects monthly paymente due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a safe of the Note, If there is a change of the Loan Servicer. Borrower will be given written notice of the change in accordance with paragraph 13 above and a plicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 19. Hazardous Substances. Corrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Emvironmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lewsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hezardous Substances" are those substances defined as toxic or hezardous substances by Emironmental Law and the following substances: gaso'ine, keroserie, other flammable or toxic petroleum products, toxic pesticides and herbicides, voletile solvents, materiels containing ascessos or formaldehyde, and redioactive meterials. As used in this paragraph, "Environmental Law" means federal laws and faws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

- 20. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or ment in this Security Instrument (but not prior to acceleration under paragraphs 12 and 10 unless applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defeut must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the surns secured by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment. in full of all sums secured by this Deputity Instrument without further demend and may foreclose this Security Instrument by judicial proceeding. Lander shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attornays' fees and costs of title evidence.
- 21. Lender in Possession. Upon acceleration under paragraph 20 or shandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sele. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property Including those past due. Any rents collected by Lander or the receiver shall be applied

first to payment of the costs of management of the Projecty and collection of roots build of union funded to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

22. Referse. Upon payment of all sums secured by this Security Instrument, Lander shall release this Security Instrument without charge to Borrower shall pay any recordation costs.

23. Walver of Homestead, Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Agreement

	X TILLCHULLE KOLUMSEX -
STATE OF ILLINOIS,	County sa:
Mudelle Robins	
personally known to me to be the tame person whose no eppeared before me this day in partial and coknowledged that	ame authorithed to the foregoing instrument The signed and delivered the said instrument as
Given under my hand and official seal, this	of Tebrucen 1994
My commission expires: 10/14/97	MUMANAA CHAMADON
This document was prepared by:	"OFFICIAL SEAL" AMANDA C. THOMPSON Rolary Pichic, State of Himole My Commission Expires 10/14-91
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COMMITMENT FOR TITLE INSURANCE NO.94000457

LEGAL DESCRIPTION

LOT 4 (EXCEPT NORTH 15.0 FEET THEREOF) AND THE NORTH 15.0 FEET OF LOT 5 IN KINGSTON GREEN A SUBDIVISION OF THE WEST 124.0 FEET OF LOTS 3,2,3,4,5 AND 6 IN CUSTER AND VEEN'S SUBDIVISION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20 TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MEPIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 29-20-304-038

ASHLA.

OUT

COUNTY

C Commonly known as: 16419 ASHLAND, MARKHAM, IL

END OF SCHEDULE A.